

LEASE AGREEMENT

1. Parties This lease, dated the **24** day of **April, 2009** by and between Nussbaum Properties, LLC whose address is 1572 Two Place, Memphis, TN. 38116 (**mail rent payments to our lock box at Nussbaum Properties, P.O. 934622 Atlanta, Ga. 31193-4622**), hereinafter called Lessor and **Shelby County Government** and whose address is **160 North Mid America Mall, Memphis, TN 38103** hereinafter called Lessee,

WITNESSETH:

2. Considerations In part consideration of the altered Lease herein and their mutual covenants, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the premises described herein.

3. Premises The leased premises, hereinafter called the Premises, are a part of Lessor's premises in the City of Memphis, Shelby County, Tennessee more particularly described as: **a one story warehouse building known as 757 Galloway containing approximately 18,750 sq. ft** and being a part of the premises described by legal description by instruments of record in the deed, mortgage and lease records of the County where situated, reference to which instruments is hereby made as fully as if copied verbatim herein; together with the use of the designated loading docks, parking lot, rail sidings and private railways, if serving this building.

4. Term The term of this lease is **three (3) years** commencing **July 1, 2009** and expiring **June 30, 2012**. If the parties agree that the commencement date of this lease shall be different from the stated commencement date, then they shall endorse such date upon a schedule to be made an exhibit to this lease and a part of this lease, ending shall be restated in accordance with such different date. This lease will automatically renew month-to-month unless either party gives at least 60 days advance written notice of termination or intent to move out as required by paragraph 40. Month-to-month rental is subject to the "holding over" provisions of paragraph 11.

5. Basic Rental Lessee agrees to pay to Lessor a total basic rental of **One Hundred Seventy-Nine Thousand Eight Hundred Twenty and no/100 Dollars (\$179,820.00)** payable in advance monthly installments of **Four Thousand Nine Hundred Ninety-Five and no/100 Dollars (\$4,995.00)** on the first day of each month.

6. Security Deposit ~~A security deposit equal to two month's rent shall be paid together with the first month's rent upon submission of this rental agreement to Lessor. Upon termination of this lease, or termination of any extensions of same, Lessee's security deposit will be returned to Lessee less any delinquent rent and holding, late fees, and/or costs incurred by Lessor to return property to the condition it was when rented by Lessee. Retention of the security deposit will offset but not eliminate payments due by Lessee to Lessor should the amount due be greater than the security deposit~~

7. Other Upon receipt of this properly executed lease, Lessor agrees to do the following:

- Install particle board over sheet rock that has been damaged by secretarial chairs in the reception area of the clinic.
- Paint above particle board baby blue.
- Have a professional carpet cleaning company steam clean a sample area in Cynthia Tharp's office.
- Upon written instructions from Shelby County, Lessor will either steam clean the exposed carpet in the area managed by Cynthia Tharp or install new carpet. (If Shelby county elects to have new carpet installed, Shelby County agrees to remove everything that is on the carpet to be replaced. Lessor's staff will give a best effort to remove old carpet and install new carpet over a weekend. Shelby County agrees to place everything back on the new carpet and to reinstall the computer network.)
- Lessor will install a wind curtain at the main entrance to the clinic.

8. Full Payment Without Set-Off The total rent due upon each due date shall be paid to Lessor. ~~and no set-off or counterclaims may be deducted by Lessee from the rentals due.~~ The burden of proof of full payment shall be upon Lessee.

9. Kind of Business Lessee shall occupy the premises throughout the full term of the lease and

the principal business to be conducted is **Health Department general offices, customer service, food storage and distribution.**

10. Assignment and Subletting This lease may not be assigned, and the premises may not be sublet, partially or fully, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Even in the event of permitted assignment or subletting, Lessee acknowledges that it shall remain fully responsible for compliance with all terms of the lease.

11. Holding Over In the event of holding over by Lessee after the expiration or termination of this Lease, the hold over shall be as a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period, except that Lessee shall pay Lessor as a rental for the period of such hold over an amount equal to one and one-half the rent which would have been payable by Lessee had the hold over period been a part of the original or renewal term of this Lease. Lessee agrees to vacate and deliver the leased premises to Lessor upon Lessee's receipt of notice from Lessor to vacate. The rental payable during the hold over period shall be payable to Lessor on demand. No holding over by Lessee, whether with or without consent of Lessor, shall operate to extend this Lease except as otherwise expressly provided.

12. Lien for Payment of rent If the Lessee becomes ten or more days past due, Lessor shall have all of the rights provided for protection of landlord's interest and specifically a Landlord's lien on any improvement, furnishings, or fixtures of Lessee under local state law, specifically including a lien for payment of rental. To enforce such lien, Lessor may take and keep possession of all of Lessee's property and/or the contents of the leased premises; and may advertise and sell such property at public auction to satisfy said debt, without any process of law and in bar of redemption, provided that notice be posted on the premises and written notice be sent by certified mail to Lessee and any known creditors claiming any interest in such property at least ten days prior to the sale date.

13. Alterations and Repairs All alterations, additions, repairs, replacements and improvements made to or upon the premises during the term of the lease (including all heating and air conditioning, lighting and related improvements) shall become the property of the Lessor upon expiration of the lease, save and except, however, only those certain trade fixtures, machinery and equipment installed by Lessee solely for the use in his business which shall remain the property of Lessee; such trade fixtures, machinery and equipment installed by Lessee shall be removed at the expiration of the lease, provided the lease not then be in default, and provided the premises be returned to substantially the same condition as when let, ordinary wear and tear excepted. **See Addendum "A".**

No consent of Lessor for Lessee to make improvements or repairs to the premises shall be deemed to permit Lessor's interest to become subject to labor or material liens. Any alterations, changes, additions, or otherwise as herein referred to without limitation shall require prior written approval of Lessor, which approval shall not be unreasonably withheld, and in no event shall any changes or additions be made which would weaken the building, structure or premises.

14. Delivery at End of Lease Upon termination of the lease, by expiration of term, or otherwise, Lessee shall make good and redeliver as when leased to Lessor with in thirty days the premises in good working order (replace, repair and service), presentable readiness condition (remove, organize, dispose and clean), and secure (close, turn-off and lock-up). Redelivery (turnover) includes, but is not restricted to; interior divisional walls, doors, knobs and hinges, dock doors, rails, fasteners, bumpers and casements, floors and mounting hardware, columns and conduits, light fixtures, ballast and bulbs, heaters/air conditioners, thermostats, regulators, compressors, fans, belts, switches, and ducts, plumbing, toilet fixtures, reservoir and flushing components, hot water tanks, water fountains, sinks, faucets and drains, offices, windows, ceilings, un stained carpets and finished floor tiles, and all parking areas used by Lessee, and shall remain liable for held over rent until the premises shall be returned in such order to Lessor, ordinary wear and tear excepted.

15. Hazardous Materials Lessee shall not generate, use, store or dispose of any Hazardous Materials in or about the building. Hazardous Materials shall mean (a) "Hazardous wastes," as

defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, (b) "Hazardous substances," as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, (c) "Toxic substances," as defined by Toxic Substance Control Act, as amended from time to time, (d) "Hazardous materials," as defined by the Hazardous Materials Transportation Act, as amended from time to time, (e) oil, paint or other petroleum products, and (f) any substance whose presence could be detrimental to the building or hazardous to health or the environment. Lessee shall indemnify and hold Lessor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses arising during or after the term of the Lease and arising from Lessee's breach of this paragraph. The indemnification obligation of Lessee pursuant to this paragraph shall survive termination or expiration of this Lease.

16. Lawful Use Lessee covenants that the premises shall be used only and exclusively for lawful purposes, and Lessee shall save and hold Lessor harmless from any loss, cost or liability arising out of Lessee's use of the premises in violation of any law, ordinance or regulation. Lessee covenants that no activity which is unlawful or a nuisance, or for any other reason which causes an extra premium to be paid by Lessor, or which shall be deemed hazardous by Lessor's insurance carrier shall be carried on or suffered to exist upon the premises. In the event Lessee's occupancy or use of the premises, for any reason causes an extra premium to be paid by Lessor; then the Lessee shall be solely responsible and shall reimburse Lessor for such extra premium within ten (10) days of demand thereof to Lessee by Lessor.

17. Cleanliness Lessee shall maintain a high degree of cleanliness and neatness in the building and on adjacent grounds, including loading docks, parking lots and rail sidings alongside of and in the vicinity of the building occupied by Lessee. If such cleanliness is not maintained to Lessor's satisfaction, Lessor may, upon advance written notice to the person in charge of Lessee's premises at **757 Galloway, Memphis, TN 38116** have the area cleaned and include in Lessee's rental charges the costs of such services.

18. Right of Entry Upon reasonable notice, Lessor and its agents may enter said premises at reasonable times to inspect, make repairs or additions, and within the last year of the lease term to show the premises to prospective tenants, provided Lessee's occupancy shall not be interfered with.

19. Utilities Lessor will supply Lessee with reasonable amounts of water for restroom use during the term of this lease at no additional charge to Lessee, however if facilities in the Lessee's leased space are found to be in need of service/repair, neglected or misused the Lessee will be billed for the overuse incrementally as compared with the average building use during the past six months. All other utilities will be the responsibility of Lessee.

20. Signs Unless otherwise agreed in this lease, Lessee shall not affix or attach any signs on the premises without consent in writing from Lessor, except that Lessee may employ modest signs for business identification only. Lessor will not unreasonably deny signage requests.

21. Improvements to be Made and Delivery of Premises If Lessor is to make any improvements prior to Lessee's occupancy, a separate Schedule A shall be attached and initialed by each party setting out the agreed improvements; in such event Lessor shall proceed diligently to make such improvements and Lessee acknowledges that the premises shall be acceptable when such improvements are made. If no Schedule A is attached, Lessee shall be deemed to have accepted the premises in their existing condition.

22. Upkeep of Premises Lessee will at Lessee's sole expense keep and maintain in good repair the entire leased premises. Keep and maintain includes, but is not restricted to; interior divisional walls, doors, knobs and hinges, dock doors, rails, fasteners, bumpers and casements, floors and mounting hardware, columns and conduits, light fixtures, ballast and bulbs, heaters/air conditioners, thermostats, regulators, compressors, fans, belts, switches, and ducts, plumbing, toilet fixtures, reservoir and flushing components, hot water tanks, water fountains, sinks, faucets and drains, offices, windows, ceilings, unstained carpets and finished floor tiles, and all parking areas used by Lessee. Lessor shall maintain the sprinkler system, roof, foundations, and outside walls (not including doors and floors). However, Lessor shall not be obliged to make any repair unless it shall be notified in writing by Lessee of the need of such repair and shall have had a reasonable period of time to make such repair, and shall not be liable to make any repair occasioned by Lessee's acts direct or indirect within the premises. Lessor shall not be liable for

any damage or loss in consequences of leaks, stoppage of water, sewer or drains or for any other defects about the building and premises, unless it shall have failed to repair the defect within a reasonable time following written demand of Lessee to do so.

23. Destruction by Fire, etc.

A. If the buildings situated upon the demised premises should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

B. If the buildings situated upon the demised premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date upon which Lessor is notified by Lessee of such damage, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective with the date of such damage.

C. If the buildings situated upon the demised premises should be damaged by fire, tornado, or other casualty but not to such extent that rebuilding or repairs cannot be completed within one hundred eighty (180) days after the date upon which Lessor is notified by Lessee of such damage, this lease shall not terminate. But, Lessor shall at its sole cost and expense proceed with reasonable diligence to rebuild and repair such buildings, to substantially the condition in which they existed prior to such damage except that Lessor shall not be required to rebuild, repair or replace any part of the partitions, fixtures and other improvements which may have been placed on the demised premises by Lessee. If the demised premises are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be abated to the extent that the property is untenable. In the event that Lessor should fail to complete such repairs and rebuilding within one hundred eighty (180) days after the date upon which Lessor is notified by Lessee of such damage, Lessee may at its option terminate this lease by delivering written notice of termination to Lessor as Lessee's exclusive remedy, whereupon all rights and obligations hereunder shall cease and terminate.

D. Any insurance that may be carried by Lessor or Lessee against loss or damage to the buildings and other improvements situated on the demised premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

E. Lessor and Lessee hereby releases the other from all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Each of Lessor and Lessee agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

24. Condemnation In the event of lessor's receipt of notice of a condemning authority's intention to take by eminent domain a substantial part of the property on which the leased premises are situated, either party may at any time thereafter, on at least six (6) months written notice to the other, terminate this lease. In the event of termination of this lease, Lessee shall have the right to remove all of his property and contents but shall have no right to any part of the condemnation settlement or award, except for reasonable moving expenses if specifically set aside for tenant relocation by the condemning authority.

~~**25. Tax Increases** Lessee shall pay any increase in real estate taxes or any special assessments imposed by reason of improvements made to the leased premises by or for the benefit of Lessee. Lessee shall also pay _____ and _____ tenths percent (____%) of the increase in real estate taxes and special assessments over those for the year 2008 imposed upon the entire premises, of what is known as the Galloway Complex, of which the leased premises are a part, whether such increase in annual taxes results from an increase in the tax assessment or the tax rate or the imposition of new and additional taxes. Payment under this clause shall be due within ten (10) days of delivery of notice thereof to Lessee.~~

26. Increased Insurance Premium ~~The rental being charged under this lease based upon Lessor's insurance premium rates in effect as of 2008 which shall hereinafter be referred to as the base rate. As further consideration for the use of the leased premises, the Lessee hereby agrees to pay as additional rental to Lessor during the terms of this lease or any extension of same, Lessee's pro-rata share of any increase in Lessor's insurance premiums over the base rate. Any increase is to be paid at the time a bill for same is presented to the Lessee.~~

27. Damages and Accidents Unless damage is the result of a negligent act or omission of the Lessor, Lessee agrees to hold harmless and indemnify Lessor from and against any liability, damage, or loss without limitation whatsoever, including counsel fees incurred in good faith by the Lessor, arising out of any cause directly or indirectly associated with Lessee's business or use of the premises. ~~In addition, Lessee agrees to provide public liability insurance naming Lessor as additional insured to protect Lessor from risk customarily covered by such insurance, in amounts not less than \$2,000,000 per occurrence with a waiver of subrogation clause as to Lessor, Lessee shall provide to Lessor copies of said insurance policies or certificates of insurance evidencing the foregoing in companies and form acceptable to Lessor and shall keep and maintain same in effect during the term, extension or renewal of this lease.~~

28. Default by the Lessee Default on the part of Lessee in keeping or performing any term or condition hereunder shall authorize Lessor, at its option, and upon ten (10) days written notice thereof to Lessee to declare this lease terminated by default of Lessee. Upon such occurrence, Lessor may immediately re-enter the premises and take possession of all personal property therein found without legal process or liability, also upon such default, all rentals due hereunder for the balance of the term of this lease shall become immediately due and payable, but Lessee shall remain obligated to keep and perform each other term and condition other than the payment of rentals and continued occupancy, and shall be liable for additional damages for failure to keep any such term and condition. However, in the event of default, Lessor shall attempt to relet the premises to some other tenant and shall, after first recouping all expenses and remodeling cost incurred incident to the reletting, then refund to Lessee monthly rentals collected up to the Lessee's regular monthly rental, provided Lessor shall have collected a single, accelerated lump sum of rental as contemplated in Paragraph 5.

29. Non-waiver Failure of Lessor to declare any default immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any default at any time; no waiver of any default shall alter Lessee's obligations under the lease with respect to any other existing or subsequent default.

30. Bankruptcy or Insolvency of Lessee ~~In the event of the filing of any petition for bankruptcy or receivership relating to the Lessee, unless dismissed in twenty-one (21) days, or in the event of any assignment of Lessee's assets for the benefit of creditors, then Lessor shall have the right on thirty (30) days notice to terminate the lease irrespective of whether rental payments shall then be in default.~~

31. Attorney's Fees and Interest In the event it becomes necessary for Lessor ~~or the Lessor as the case may be~~ to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants and agreements herein contained, the Lessee ~~or Lessor as the case may be~~, shall be liable for reasonable attorney's fees, costs, and expenses incurred by the ~~other party~~. ~~In addition, Lessee shall be liable for interest at eighteen per cent (18%) per annum on the sum determined to be due by reason of breach of this lease, such interest to run from the date of breach of the lease. The prevailing party shall be reimbursed attorney fees as determined by ruling in a court of competent jurisdiction. This reimbursement shall be limited to a maximum of \$15,000 per occurrence.~~

32. Commissions This lease was negotiated by Warehouse Connection ® LLC/Michael J. Nussbaum as Agent for the Lessor and **Shelby County represented itself**. Lessor agrees to pay said Agent the usual commission as agreed for services in negotiating this lease; also to pay said Agent the usual commission for any renewal or extension of the lease that may be entered into between the Lessor and Lessee, or Lessee's assigns, covering the within leased premises, provided the Agent is actively engaged in the renewal or extension negotiations; subject to provisions of Agent's Employment Contract with Lessor.

33. Quiet Possession In consideration of the covenants and agreements herewith contained,

Lessor agrees to warrant and defend Lessee in the quiet and peaceful possession of the said premises during the term of this lease. Lessee agrees to maintain quite and peaceful activities during normal business hours and not to interfere with other tenant's business activities or encroach on assigned parking spaces.

34. Entirety of Understanding in Written Lease It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed, that this lease supercedes and voids all prior proposals, letters and agreements, oral or written, and that no modification or alteration of the lease shall be effective unless evidenced by an instrument in writing signed by both parties. The law of the state where the leased premises are situated applies.

35. Special Provisions

A. Covenants Run to Heirs, Etc. It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed; also that the terms "Lessor" and "Lessee" shall be construed in the singular or plural number according as they respectively represent one or more than one person.

B. Plate Glass Lessee is responsible to maintain all plate glass. This includes replacing any plate glass that is broken, cracked, or damaged.

C. Right to Terminate Not Exclusive The right in the Lessor to terminate this lease as herein set forth is in addition to and not in exhaustion of such other rights that the Lessor has or causes of action that may accrue to the Lessor because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this lease, and the exercise or pursuit by the Lessor of any of the rights or causes of action accruing hereunder shall not be an exhaustion of such other rights or causes of action that the Lessor might otherwise have.

D. Outside Storage, Trash, Etc. Lessee agrees not to store any merchandise crates or materials of any kind outside the leased building. Lessee further agrees not to burn trash or other substances on the leased premises. All trash shall be kept in metal containers with metal tops which must be kept painted. Their design and location on the premises must be approved by Lessor. In the event the Lessee shall be in default in the requirements of this paragraph then, after written notice to Lessee of the default and expiration of five (5) days from the date of said written notice, the Lessor may remedy such default at the Lessee's expense, and such expense shall be treated as additional rental owing by the Lessee to the Lessor which shall promptly be paid by Lessee upon presentation of a bill or statement for same by Lessor to Lessee.

E. Covenants Run With Land, Etc. It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements and undertakings in this lease contained (including the agreement to pay real estate agents commissions, shall be taken, deemed and treated as covenants running with the land) and shall extend to and be binding on the respective heirs, executors, administrators, successors, and assigns of the respective parties hereto, the same as if they were in every case named and expressed; also that the term "Lessor" and "Lessee" shall be construed in the singular or plural number according as they represent one or more than one person.

F. Subrogation Lessor and Lessee hereby waive any and all right of subrogation which they may have against the other for any losses paid to them on policy or policies carried on the property to the extent permitted by the term of such policy or policies.

G. Subordinate to Lease Upon receipt of a nondisturbance agreement and at the option of Lessor's mortgagee, the Lessee agrees to subordinate this lease to any mortgage, deed of trust or encumbrance which the Lessor may have placed or may hereafter place, on the premises. Lessee agrees to execute, on demand, any instrument which may be deemed necessary or desirable to render such mortgage, deed of trust or encumbrance whenever made, superior and prior to this lease.

H. Air conditioning In the event the premises have air-conditioning installed therein on the date of this lease, the Lessor represents that on the commencement date of this lease such air-conditioning system shall be in good operating condition; provided, however, that during the

term of this lease Lessee shall at its sole cost and expense maintain such system in good operating condition, shall make all necessary repairs and replacements and upon termination of this lease shall deliver such system to Lessor in good operating condition.

I. Employing Lessor In the event that the Lessor is employed by the Lessee regarding any alterations, additions, repairs, replacements or improvements to be made within the leased premises, other than those specified in covenant 22 (Upkeep of Premises) of the lease, as the responsibility of the Lessor; then the Lessee shall be solely responsible and shall pay Lessor for such services within ten (10) days of demand thereof to Lessee by Lessor.

36. Late Charges A late charge shall be incurred and paid by Lessee on any installment of rent which is not paid to Lessor on the date due. Said late charge represents liquidated damages incurred because of the failure of tenant to pay rent when due. Said late charge shall be in the amount of 5% per month of the overdue rent and shall accrue monthly on unpaid balance until paid in full. This shall also apply also to any installments of rent paid by check, if said check is dishonored by a bank upon presentation.

37. Sprinkler System Fire Protection It is specifically understood and agreed that Lessee shall keep the temperature at the entire premises sufficiently high throughout same to prevent freezing of any piping, sprinkler and/or fixtures, In the event of freezing of any piping, sprinklers and/or fixtures, Lessee shall immediately repair and replace all of same and any resultant damage at Lessee’s sole cost and expense to the satisfaction of Lessor, or failing to do so, Lessor may, but shall not be required to do so, repair and replace same at Lessee’s sole cost and expense. In the latter event, Lessee shall immediately reimburse Lessor for all cost and expenses so incurred by Lessor’s demand. In either event, Lessee’s failure to repair and replace, or to reimburse Lessor, as the case may be, shall, at Lessor’s option, be a breach of this Lease. Lessee is responsible for any required fire protection and monitoring systems installation and maintenance for lessee’s leased space.

38. Pests Lessee covenants that it will, at it’s own expense take such steps as shall be reasonably necessary or required by law, to keep the premises free of roaches, rodents, insects, termites, and other pests, and that Lessor shall not be liable for any damage caused thereby.

39. Robbery Lessee agrees to be responsible for any and all damage to said leased premises resulting from robbery or burglary. Lessee covenants that should the doors, roof, window frames, glass or exterior be damaged by persons breaking, or attempting to break, into the premises, or by vandals, any and all damage to said premises caused thereby will immediately be repaired by Lessee at his expense.

40. Move-out Notice Before moving out, Lessee must give Lessor advance written notice. Move-out notice will not release lessee from liability for the full term of the lease contract or any renewal term. Lessor must receive sixty days written advance notice of lessee’s move out date. Oral move out notice will not be accepted and will not terminate your lease contract. Your move out notice must not terminate the lease contract sooner than the end of the lease term or renewal period. You must obtain from Lessor a written acknowledgement that Lessor has received your move-out notice.

IN WITNESS WHEREOF, the parties have hereunto executed the lease the date and year above written.

LESSEE: Shelby County Government	LESSOR: Nussbaum Properties, LLC.
Signature: _____	Signature: _____
Title: _____	Title: Chief Manager
Print Name: _____	Name: M. J. Nussbaum
Date: _____	Date: _____

Tenant Instructions

1. Enclosed are two copies of your lease. Please initial each page and sign both.
2. Mail both copies of the signed lease to:

Nussbaum Properties, LLC
1572 Two Place
Memphis, TN 38116

We will execute all documents. One lease will be returned to you for your files.

Things to Remember

1. Mail your rent payments and security deposit to Nussbaum Properties, LLC, P.O.Box 934622, Atlanta, Ga. 31193-4622.
2. If you forget the mailing address for your rent checks, it is in the fourth line of your lease.
3. Rent payments are due in advance. Your rent payment should arrive at our lockbox before the month for which you are paying.
4. Warehouse Connection is a subsidiary of Nussbaum Properties and is the property manager of the property. Please contact Warehouse Connection in Memphis at 901-578-2780 with any questions or problems regarding your lease. Joe Thornton is the property manager of Warehouse Connection.

Commitment

“Simply the Best” is our company motto. It is our objective to be “Simply the Best” landlord and property manager in the Memphis area. Mr. Thornton heads a full-time response team to meet our tenants needs.

If you feel that you have received service that was not “Simply the Best”, please call our owner. Mike Nussbaum can be reached at 901-578-2780.

Thank you

Thank you for choosing Nussbaum Properties and Warehouse Connection. We hope to have a long and mutually profitable and enjoyable relationship.